

RightFax

4/28/06 5:05 PAGE 004/005 Fax Server

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.104/28/2006
900047806

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coverall North America, Inc.		03/27/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Aegis Floorsystems, Inc.
Street Address:	2320 NW Bay Colony Drive
City:	Stuart
State/Country:	FLORIDA
Postal Code:	34994
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78638339	SAFETY SURFACE

CORRESPONDENCE DATA

Fax Number: (561)922-2409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 5818229534
 Email: shalley.meronchuk@coverall.com
 Correspondent Name: Shelley Meronchuk
 Address Line 1: 5201 Congress Avenue, Suite 275
 Address Line 4: Boca Raton, FLORIDA 33487

NAME OF SUBMITTER:	Jacqueline W. Vlaming
Signature:	/jacqueline w. vlaming/
Date:	04/28/2006

Total Attachments: 1
 source=SAFETY SURFACE MARK.pdf#page1.tif

OP 540.00 78638339

ASSET PURCHASE AGREEMENT
Agreement to Purchase Assets of Aegis FloorSystems®
A Division of Coverall North America, Inc.

THIS AGREEMENT is entered into as of the 27⁽²⁰⁰⁶⁾ day of March 2006 by and between Coverall North America, Inc., a Delaware corporation ("Coverall"), and AEGIS FLOORSYSTEMS, INC. ("Buyer") of Stuart, Florida.

Recitals

- Buyer desires to purchase certain business assets (the "Assets") of Aegis FloorSystems ("Aegis"), a division of Coverall.
- The Assets being acquired by Buyer are described below.
- Coverall desires to sell Buyer the Assets upon the terms and conditions of this Agreement.

Agreement

NOW THEREFORE, in consideration of the premises, the mutual promises of the parties, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The forgoing Recitals are incorporated into and made a part of this Agreement.
2. **Buyer's Payment to Coverall.** In consideration of Coverall assigning to Buyer certain assets of Aegis, Buyer agrees to pay Coverall the sum of One Hundred Five Thousand Dollars (\$105,000.00) as follows (the "Purchase Price"):
 - A. Buyer has paid the sum of Ten Thousand Dollars (\$10,000.00) (the "Earnest Money Deposit") to Transworld Business Brokers, LLC ("Transworld"), with which the Buyer is affiliated. Upon execution of this Agreement, Buyer will cause Transworld to release the Earnest Money Deposit to Coverall.
 - B. Upon execution of this Agreement, Buyer will pay Coverall the sum of Ninety Five Thousand Dollars (\$95,000.00), in the form of a cashier's check made payable to Coverall North America, Inc.
3. **Brokerage Fees.** Coverall shall be responsible to pay Transworld the commission previously agreed to by Coverall and Transworld.

4. **Coverall's Obligations.** Upon execution of this Agreement, payment of the amounts required by ¶2, and further subject to the terms and conditions of this Agreement, Coverall will:

A. Transfer and/or assign to Buyer the following Assets:

- i. The Aegis ACT Database on compact disks;
- ii. Chemical specifications;
- iii. Chemical Vendor information;
- iv. Trade manuals;
- v. Toll free telephone number;
- vi. Aegis website and url;
- vii. The registered trademark, Safe Detail®; and
- viii. Agreements with subcontractors.

Coverall will provide Buyer with either electronic or paper copies of the historic books and records maintained by the Aegis Division. In addition, Coverall will give Buyer the white-board utilized by the Aegis Division.

Coverall has an application pending with the United States Patent and Trademark Office for the registration of the trademark Safety Surface™. If and when registration is achieved, Coverall will assign this trademark to Buyer. In the interim, Buyer may use the Safety Surface™ trademark.

B. Facilitate, as follows, the Buyer's attendance at the following trade shows:

- i. McDonald's Worldwide Convention, Orlando, FL, May 1 - 4, 2006; and
- ii. The National Restaurant Association Tradeshow, Chicago, IL, May 20 -24, 2006.

Coverall will permit the Buyer to utilize the Aegis trade show display (the "Display") at the foregoing tradeshow. Any and all references to Coverall and/or Coverall Cleaning Concepts® must be redacted from the Display. Coverall will give Buyer all remaining Aegis marketing materials (approximately 250 brochures); however, Buyer must redact from those materials any reference to Coverall and/or Coverall Cleaning Concepts®.

Coverall employee, Emile Fonsworth, will accompany Buyer to the McDonald's Worldwide Convention in Orlando, Florida. With regards to the National Restaurant Association Tradeshow in Chicago, Illinois, Buyer has requested the presence of Tom Clark, who will no longer be employed by Coverall at that time. Buyer is responsible for procuring Mr. Clark's attendance at the tradeshow.

- C. Coverall will provide Buyer with training in the operation of the Aegis business as follows:
- i. On site training at Coverall's Global Support Center in Boca Raton, Florida with Tom Clark and Emile Fonsworth from the date of execution of this Agreement through March 31, 2006; and
 - ii. Use of the Global Support Center facility for a period of two (2) weeks following March 31, 2006, which shall include access to Emile Fonsworth for the purpose of responding to any questions that Buyer may have about the operation of Aegis.
- D. In order to access the ACT Database being transferred to the Buyer, Buyer must purchase the ACT software, and Coverall recommends that Buyer purchase a multiple user license.
5. **Limited Warranty.** Coverall warrants that Buyer shall receive the Assets free and clear of any encumbrances. Coverall further warrants that the financial information supplied to Buyer by Coverall is true and correct and is a fair and accurate representation of the financial condition and results of operation of Aegis for the period(s) represented. Coverall makes no other warranties either express or implied with regard to the Assets; and further makes no representations or guarantees that the customers identified in the ACT Database will either do business with Buyer or purchase services from the Buyer at the same rates charged by Coverall's Aegis Division. Buyer understands that the historic financial information provided to the Buyer during the due diligence phase of this transaction is not representative of what Buyer might expect to achieve through his operation of Aegis.
6. **Buyer's Acknowledgment.** Buyer hereby acknowledges that Buyer was accorded an opportunity to fully inspect the books and records of Aegis, and that in making his decision to purchase the Assets that he is relying solely upon his own investigation and conclusions regarding the Assets.
7. **Covenant Not to Compete.** Coverall, including all its officers, directors and shareholders, will not directly or indirectly engage in or become interested in a similar business or any business or activity incidental to the business purchased by Buyer or become the agent or employee of any competitor of the business purchased by Buyer, or in any other way compete with Buyer, for a period of five (5) years from the execution of this Agreement anywhere in the United States of America. Seller acknowledges that any remedy at law for breach of this covenant would be inadequate and that Buyer will be entitled to injunctive relief to enforce the covenant in addition to any other legal remedies available to Buyer for breach of the covenant.
8. **Indemnification.** Coverall agrees to indemnify and hold harmless Buyer from and against any and all claims, litigation, demands, actions, causes of action, brought against Buyer and all loss, costs, and liability or expense, including

reasonable attorney's fees, which Buyer may suffer, only if arising out of actions by Coverall prior to the closing of the transaction contemplated by this Agreement.

Buyer agrees to indemnify and hold harmless Coverall from and against any and all claims, litigation, demands, actions, causes of action, brought against Coverall and all loss, costs, and liability or expense, including reasonable attorney's fees, which Coverall may suffer, only if arising out of actions by Buyer subsequent to the closing of the transaction contemplated by this Agreement.

9. **Entire Agreement: Modification.** This is the full agreement of the parties. Any matter which is not actually written down and included in this document is not a term of this Agreement. To avoid any later misunderstanding about the exact terms of the Agreement, each party affirms, by affixing its signature to this Agreement, that it has not relied on any comment, promise, or representation not actually included within the Agreement itself. By signing this Agreement, the parties mutually agree that no evidence shall be admitted in any proceeding as to the existence of any term or promise claimed to be a part of the Agreement unless that term is explicitly stated within the Agreement. **DO NOT SIGN THIS AGREEMENT IF YOU ARE RELYING UPON ANY REPRESENTATION OR PROMISE NOT INCORPORATED INTO THIS AGREEMENT.**

10. **Governing Law.** This Agreement shall be interpreted and governed by the laws of the State of Florida.

Executed on the date first written above:

COVERALL NORTH AMERICA, INC.

AEGIS FLOORSYSTEMS, INC.

By: Mary Tulos
Its authorized representative
Senior Vice President

By: Angela C. Reese
Its authorized representative

**FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT FOR AEGIS FLOORSYSTEMS
DATED MARCH 27, 2006**

This Agreement (the "First Amendment"), dated March 29, 2006 is between Coverall North America, Inc. ("Coverall"), a Delaware Corporation, and Aegis FloorSystems, Inc. ("Aegis") a Florida corporation.

**Recitals
RECITALS**

- On March 27, 2006 the parties executed an Asset Purchase Agreement ("the Agreement") by which Aegis became the owner of Aegis FloorSystems A Division of Coverall Cleaning Concepts and certain business assets.
- Coverall wishes to transfer and/or assign two additional assets to the sale of the business.

NOW THEREFORE, in consideration of the premises, the mutual promises of the parties, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Section A of Paragraph 4 of the Agreement shall be amended to add the following items:

- vii. Aegis Banner, and
- viii. Aegis Display.

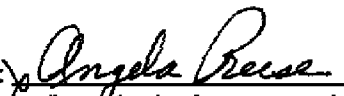
2. Buyer ratifies and affirms all provisions of the Service Franchise Agreement, as amended, not modified by this Amendment.

Coverall and Aegis are signing this First Amendment on the date stated in the introductory clause:

COVERALL NORTH AMERICA, INC.

AEGIS FLOORSYSTEMS, INC.

By: 
Its authorized representative

By: 
Its authorized representative

RightFax

4/28/06 5:05 PAGE 005/005 Fax Server

SAFETY SURFACE